



the three female student athletes, observed that it was Superintendent Dr. John W. Hannum who was changing in the locker room.

5. Upon escorting the three female athletes out of the 400 wing locker room, Plaintiff returned and confronted Superintendent Dr. John W. Hannum and told him that it was inappropriate for him to be changing in a children's locker room.

6. Plaintiff further reported this incident to several co-workers and supervisors during her 5:30 p.m. dinner break on the date of the incident.

7. On the date after the incident, after meeting with Plaintiff's supervisor, Superintendent Dr. John W. Hannum met Plaintiff upon her entry into the building for her shift. Superintendent Dr. John W. Hannum questioned Plaintiff whether or not she escorts student athletes through the 400 wing locker room every day. After this confrontation, Plaintiff observed Superintendent Dr. John W. Hannum's demeanor towards her become cold and unfriendly.

8. On or about January 27, 2012, Plaintiff was required to take approved medical leave in order to have spinal surgery. Plaintiff was not medically cleared by her physicians to return to work until May 21, 2012. Plaintiff utilized 77 sick days that had accrued in her approximately 10 years of employment at High Point Regional High School, and constantly provided her supervisors with medical reports substantiating her continued need for absence.

9. Plaintiff still had a balance of remaining sick days available even after utilizing 77 sick days to tend to her medical needs.

10. On Tuesday May 8, 2012, at a meeting with Business Administrator Alice Bresset, High Point Education Association Representative Debbie Anderson, and Plaintiff's supervisor, Plaintiff was informed that her contract would not be renewed due to an excessive use of sick time and excessive absenteeism from her duties. A letter to Plaintiff confirming this was sent on the same date by Superintendent Dr. John W. Hannum.

11. Plaintiff appealed the decision of Superintendent Dr. John W. Hannum to not renew her contract to the High Point Regional High School Board of Education. On June 18, 2012, the High Point Regional High School Board of Education voted 3-3-1 on the issue, and that vote was not sufficient to overturn Superintendent Dr. John W. Hannum's decision to not re-new Plaintiff's contract.

12. As a result of Plaintiff's confrontation with Superintendent Dr. John W. Hannum and her reporting of his repeated use of the 400 wing locker room while children were present on school premises in order to change his clothing, Plaintiff's employment was terminated on June 30, 2012.

### COUNT ONE

1. Plaintiff repeats each and every allegation as set forth at length herein.
2. The actions by the Defendants constituted a violation of the New Jersey Conscientious Employee Protection Act (CEPA).
3. The termination of the Plaintiff as a Custodian for High Point Regional High School was the result of her having complained about the improper use of the children's locker room by Superintendent Dr. John W. Hannum while children were present at the school in order to change his clothes.

WHEREFORE the Plaintiff demands judgment for compensatory, punitive damages, counsel fees, costs of suit and such other relief as the Court deems just and equitable under the circumstances.

### COUNT TWO

1. Plaintiff repeats each and every allegation as set forth at length herein.
2. The termination of the Plaintiff was in direct retaliation for her publicly reporting the fact that Superintendent Dr. John W. Hannum changed his clothing in the children's locker room while children were present at the school facility.

WHEREFORE the Plaintiff demands judgment for compensatory, punitive damages, counsel fees, costs of suit and such other relief as the Court deems just and equitable under the circumstances.

### JURY DEMAND

The Plaintiff hereby demands a trial by jury.

### TRIAL COUNSEL DESIGNATION

Pursuant to Rule 4:25-4, Joseph M. Corazza, Esq. has been designated as trial counsel on behalf of Plaintiff Pamela Norman, in the above-captioned matter.

CERTIFICATION

1. Pursuant to Rule 4:5-1, the undersigned hereby certifies that at the time of filing of this pleading, the matter in controversy is not the subject of any other action pending in any Court and/or Arbitration proceeding.

2. I also understand that at this time there are no other parties to my knowledge, that should be named in this lawsuit.

3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DAGGETT KRAEMER & GJELSVIK

By:

  
JOSEPH M. CORAZZA, ESQ.

Dated: May 14, 2013